


FILED

at 3 O'clock & 12 min. P M

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only) United States Bankruptcy Court Columbia, South Carolina		
PLAINTIFFS Ashley Leigh Ann Altman	DEFENDANTS Nations Auto			
ATTORNEYS (Firm Name, Address, and Telephone No.) Pro Se	ATTORNEYS (If Known)			
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Plaintiff's vehicle was repossessed by the Defendant on November 20, 2022. Defendant was notified of Chapter 13 case opening on November 28, 2022. Defendant refuses to return vehicle to Plaintiff.				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection, revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 60-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§ 78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection, revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 60-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§ 78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23			
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$ 313.00 313.00			
Other Relief Sought Defendant to return vehicle back to Plaintiff.				

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Ashley Leigh Ann Altman		BANKRUPTCY CASE NO. 22-03237-eg
DISTRICT IN WHICH CASE IS PENDING South Carolina	DIVISION OFFICE	NAME OF JUDGE Gasparini
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 12/4/22	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Ashley Leigh Ann Altman	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

FILED
at 3 O'clock & 15 min. P M

DEC 05 2022

United States Bankruptcy Court
Columbia, South Carolina

**United States Bankruptcy Court
District Of South Carolina**

In re Ashley Leigh Ann Altman
Debtor
Ashley Leigh Ann Altman
Plaintiff
Nations Auto
Defendant

Case No. 22-03237-eg
Chapter 13
Adv. Proc. No. _____

**Complaint Seeking Immediate Turnover of Property
Pursuant to 11 U.S.C. § 542**

1. Plaintiff is the Debtor in the above-captioned chapter 13 case. This Court thus has jurisdiction over this proceeding, which arises in a case under the Bankruptcy Code and concerns property of the Debtor, pursuant to 28 U.S.C. (§) 1334. This proceeding is a core proceeding.

2. Certain of Plaintiff's property, which is property of the estate as defined by 11 U.S.C. (§) 541, to wit, an automobile in which the Plaintiff has an interest, is in the possession of Defendant.

3. At the time Plaintiff's petition was filed, Debtor gave notice of the filing to Defendant, a copy which is attached hereto as Exhibit A.

4. Upon receipt of this notice, Defendant was required pursuant to 11 U.S.C. (§) 542, to turn over this property.

5. Under 11 U.S.C.(§) 1306, the Debtor is entitled to possession of all property of the estate.

6. Plaintiff has provided adequate protection for the interest through maintaining full coverage

automobile insurance, a copy which is attached hereto as Exhibit B.

7. Plaintiff has provided a Demand Letter to the Defendant informing all courses of legal action, which is attached hereto as Exhibit C.

8. Plaintiff contacted the Defendant on November 21, 2022, after her vehicle was repossessed by the Defendant, to inquire about her never receiving a Right To Cure Notice, as she had made payment arrangements with Nations Auto for the past due payments. Defendant advised a notice had been sent to the Plaintiff. Plaintiff requested a copy of the notice, which is attached hereto as Exhibit D, and after questioning conflicting dates and amounts on the notice, the Defendant advised he did not have an actual copy of the notice sent and had provided the Plaintiff with a sample notice.

9. Plaintiff has not received the Right To Redeem Notice for the vehicle and the Defendant listed the vehicle for sale, in the amount greater than balance of loan, on Nations Auto website before the ending of the Plaintiffs time allowance for redeeming the vehicle. Which is attached hereto as Exhibit E.

10. Defendant Nations Auto, has a substantial history, exact or similar to Plaintiff's complaint, with other consumers, Defendant has received a "C" rating from the Better Business Bureau due to exact or similar complaints like the Plaintiff's complaints. Which is attached hereto as Exhibit F.

11. Plaintiff has substantial equity in the vehicle including down payment, payments, and substantial repairs, compared to Fair Market Value of the vehicle. Which is attached hereto as Exhibit G.

12. Plaintiff has made several attempts through telephone and email to come to agreement with the Defendant, as well Plaintiff pleaded valid points for pursuing legal action for the turnover of the vehicle to the Defendant. Which is attached hereto as Exhibit H.

13. Nonetheless, Defendant has refused to turn over the property as required by 11 U.S.C. (§) 542.

WHEREFORE, Plaintiff prays that this court:

- a. Order Defendant forthwith to immediately turn over Debtor's automobile to the Debtor;

- b. Find that Defendant is in contempt of Court for violating 11 U.S.C. (§)(§) 362 and 542;
- c. Award Plaintiff, pursuant to 11 U.S.C. (§)(§) 105(a) and 362(b) damages, reasonable fees,

costs, and punitive damages for this complaint, and
- d. Order such other relief as is just and proper.

Date: 12/04/2022


Debtor

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at 3 O'clock & 16 min. P M

DEC 05 2022

United States Bankruptcy Court
Columbia, South Carolina

EXHIBIT

A

11/28/22, 1:25 PM

Document Page 7 of 55

SC Bankruptcy CM/ECF - LIVE

United States Bankruptcy Court
District of South Carolina**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 11/28/2022 at 12:59 PM and filed on 11/28/2022.

FILED**11/28/2022****10:07 AM**

Ashley Leigh Ann Altman
1583 Inman Road
Little River, SC 29566
(843) 653-1287
SSN ITIN: xxx-xx-7971
aka Ashley Leigh Ann Gibson

The bankruptcy trustee is

James M. Wyman
PO Box 907
Mount Pleasant, SC 29465-0907
(843) 333-8822

The case was assigned case number 22-80048-eg to Judge Elisabeth G. M. Gaudin.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be detained. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our Internet home page <http://ecf.scb.uscourts.gov> or at the Clerk's Office, J. Brainer Davis United States Bankruptcy Courthouse, 1100 Laurel Street, Columbia, SC 29201-0403.

You may be a creditor of the debtor. If so, you may receive an additional notice from the court setting forth important deadlines.

L. Jefferson Davis, IV
Clerk, United States Bankruptcy
Court

FILED
at 3 O'clock & 16 min. P M

DEC 05 2022

United States Bankruptcy Court
Columbia, South Carolina

EXHIBIT

B



Thank you for insuring with us! Here are your identification cards for proof of insurance.

NATIONAL GENERAL <small>Auto</small>				KEEP THIS CARD IN YOUR MOTOR VEHICLE	
SOUTH CAROLINA AUTOMOBILE INSURANCE CARD Integon Indemnity Corporation PO Box 5195 Winston Salem, NC 27102-0195 INSURED Ashley Altman 1583 Inman Rd Little River, SC 29566				Report all accidents immediately to: National General Insurance Toll free at 1-800-325-1388	
WAC NUMBER: 277 POLICY NUMBER: 21-57728 EFFECTIVE DATE: 1/1/2022 EXPIRATION DATE: 6/30/22				A driver is required to possess evidence of financial responsibility within the motor vehicle. This card meets this requirement. Coverage provided by the policy meets the minimum liability limits prescribed by law.	
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		
2017	SUBA	SEAT	4S8P1C177284		

▲
Cut On Solid Line – Fold On Dotted Line

FILED
at 3 O'clock & 16 min. P M

DEC 05 2022

United States Bankruptcy Court
Columbia, South Carolina

EXHIBIT

C

November 30, 2022

NATIONS AUTO

1545 HIGHWAY 17
LITTLE RIVER SC 29566

This communication is being sent to you because you repossessed my vehicle. Please be advised that I filed for chapter 13 bankruptcy protection on 11/28/2022. As a result of the bankruptcy filing, that vehicle and my right of redemption are now property of the bankruptcy estate. See *United States v. Whiting Pools, Inc.*, 462 U.S. 198, 203 (1983)

I previously faxed and emailed Notice of my Bankruptcy filing to you. I demanded that that you immediately return the vehicle, but you refused to do so even though you acknowledged receipt of the Notice. You are receiving this FINAL DEMAND letter because by holding on to the vehicle and refusing to return it, you are exercising control over it and are in violation of § 362(a)(3) Automatic Stay and may be subject to sanctions by the United States Bankruptcy Court.

Whether or not an asset is property of the estate is a legal determination which frequently entails complex analysis involving a number of legal elements and a variety of facts. It does not matter whether the repossession was lawful or not or whether the repossession occurred prior to the bankruptcy filing. The

ultimate result is the same – the bankruptcy estate is deprived of possession of that property and violates the Automatic Stay. You are required to return the vehicle to me

YOU HAVE 48 HOURS FROM RECEIPT OF THIS LETTER TO RETURN THE VEHICLE

Additionally, you are now a creditor in the bankruptcy case. This means, if you wish to take ANY actions against the me or my property, you must have permission of the Court. Without Court permission, you may be violating the § 362(a) Automatic stay and may be subject to sanctions by the Court for refusing to return the vehicle to me.

If the vehicle is not returned, I will have no choice but to bring a Turnover action against you in the Bankruptcy Court. This action may further subject you to paying any costs and attorney fees for bringing this action.

Once a Bankruptcy Debtor requests the vehicle be returned, the creditor must first return the asset to his bankruptcy estate and then, if necessary, seek adequate protection of its interests in the Bankruptcy Court. If you do not understand your rights and responsibilities as a creditor in this bankruptcy case, I highly recommend that you hire counsel to explain this to you and to represent you.

Finally, state law requires the vehicle may not be sold for at least 10 days following repossession. You must also provide the Ten-Day Notice Letter to the me advising me of my rights under South Carolina law. It is my understanding that you are attempting to sell the vehicle inside the 10 day window and/or

have not provided the 10-day notice. This violates the South Carolina statutes and if a pattern of conduct is established showing a routine authorized by your company, further legal action may be taken on behalf of the consumers that have had similar situations or circumstances with your company in the past. Also, a referral to the Attorney General of South Carolina will likely follow should you fail to provide the 10-day letter and/or return the vehicle.

SINCERELY,

ASHLEY ALTMAN
1583 INMAN RD
LITTLE RIVER SC 29566
843-653-1287

12/5/22, 2:10 AM

Forwarded by Gmail

 Gmail

 Search mail



Compose

5 of 23

Inbox

7

Starred


Snoozed

Sent

Drafts

More

Labels

Date: Thu, Dec 1, 2022, 3:13 PM
Subject: Fwd: Ashley Altman Demand Letter
To: 

Please see attached demand letter I sent to Nations Auto yesterday.

----- Forwarded message -----

From: Ash
Date: Wed, Nov 30, 2022, 11:52 PM
Subject: Ashley Altman Demand Letter
To:

Please see attached

One attachment • Scanned by Gmail

 PDF

 Document.pdf

Reply

Forward



FILED
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DEC 05 2022

United States Bankruptcy Court
Columbia, South Carolina

EXHIBIT

D

Nations Auto
1545 Hwy 17
Little River, SC 29566
(843) 427-7711

DATE: 10/07/2022

TO:
Ashley Leigh Ann Altman
1583 Inman Rd
Little River, SC 29566

Check no
payments on
this date.

NOTICE OF RIGHT TO CURE

CREDITOR:
Nations Auto
1545 Hwy 17
Little River, SC 29566

Account #: 1876

RE: Installment Contract dated 8/12/2022 in the original principle amount of \$ 7693.95 and assigned to Nations Auto

VIN #: 4S4BP61C577322842

Year/Make/Model: 2007 Subaru Outback

PRE-REPOSSESSION NOTICE: As a result of your default on the Installment Sales contract with Nations Auto we may have the right to take possession of the Vehicle without further notice or court proceeding.

If you are not in default or if you object to our right to take possession of the Vehicle, you may, no later than 15 days from the date of this Notice, demand that we proceed in court. This demand must be in writing and sent to Nations Auto at the address above. If the demand is made and Nations Auto proceeds in court, you may be required to pay court costs and attorney fees.

NOTICE OF RIGHT TO CURE:

LAST DATE FOR PAYMENT: 9/29/2022

- Date after date of document creation.

LATE PAYMENT 10/7/2022 \$ 630.00

LATE PAYMENT \$

LATE PAYMENT \$

OTHER (e.g. Late Fees/NSF) \$ 22.05

AMOUNT NOW DUE: \$ 652.05

- Amount was the amount due at repossession on Nov 20, 2022.

You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DATE FOR PAYMENT (above), you may continue with the contract as though you were not late. If you do not pay by this date, we may exercise our rights under the law. If you have questions, write or telephone the CREDITOR listed above promptly.

Pursuant to the Fair Debt Collection Practices Act, Nations Auto is required to inform you that if your loan is currently in default, we will be attempting to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting to collect the discharge debt from you personally.

FILED
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United States Bankruptcy Court
Columbia, South Carolina

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E

11:54 PM



2007 SUBARU OUTBACK



Year : **2007**

Make : **SUBARU**

11:54 PM



Year : **2007**

Make : **SUBARU**

Model : **OUTBACK**

Trim : **2.5I BASIC WAGON 4D**

Drivetrain : **AWD**

Transmission : **AUTOMATIC**

Engine : **4-CYL, 2.5 LITER**

Mileage : **146,245**

Doors : **4**

Exterior Color : **SILVER**

Interior Color : **-**

VIN : **4S4BP61C577322842**

Stock No. : **322843**

Calls and notifications will vibrate

99

11:57 PM



Nations Auto

1545 Highway 17
Little River, SC 29566

Sales 843-427-7711

Fax 843-427-7712

Hours of Operation

NationsAuto123@yahoo.com

Monday	9:00 AM - 6:00 PM
Tuesday	9:00 AM - 6:00 PM
Wednesday	9:00 AM - 6:00 PM
Thursday	9:00 AM - 6:00 PM
Friday	9:00 AM - 6:00 PM
Saturday	10:00 AM - 4:00 PM
Sunday	Appointment

ABOUT NATIONS AUTO

Nations Auto is dedicated in providing the ultimate automobile buying experience. Nations Auto is your

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United States Bankruptcy Court
Columbia, South Carolina

EXHIBIT

F

8:25 PM



bbb.org/us/sc/lit



« Overview of BBB Ratings

Not BBB
Accredited

Nations Auto

Reasons for Rating



Nations Auto

- Failure to respond to one complaint filed against business.

About BBB Ratings

BBB ratings represent the BBB's opinion of how the business is likely to interact with its customers. The BBB rating is based on information BBB is able to





Bad Experience with Nation's Auto >

Public group · 17 members

Join group

Featured Topics Photos Events F

About

See all

for people that have been treated unfairly
by Chase Strickland



Public

Anyone can see who's in the group and
what they post.



Visible

Anyone can find this group.



View group history

Group created on August 18, 2020. Name

9:11 PM



nations auto little river s



All

Posts

People

Groups

Events

Pho

**Bad Experience with Nation's Auto**

Join

Mark Herring · Aug 30, 2020 · 🌐

Just thought everyone would want to see what a Second Hand Car lot Scammer looks like and Acts, Never Ever Buy a car from Nation's Auto in little River s.c.!!



1

1 share



12/5/22, 2:04 AM

Screenshot 2022-12-01 2:15-32.png

9:15 PM

**Bad Experie...**

Like



Comment



Share

Write a comment...

**Jennifer Marie Berardi**

Aug 26, 2020 · 🌐

I was having financial issues as i was the only one working in my home i called and spoke to nations auto and they said that they would work with me i was two payments behind and they came and took my car after i paid for the car for several months they never turned over the stuff i had in the car that belonged to me never buy from them they only care about the dollar and not the people he sells too



1 comment • 2 shares • Seen by +10



Like



Comment



Share

Write a comment...

Join Group

9:16 PM



Bad Experie...

**Mark Herring**

Aug 23, 2020 · 🌐

As most all of you know by now this is my other account that I hardly ever use but I've got some information that I think will be of interest to One and All about (Nation's Auto)in Little River S.C.

The Dealer has been posting on other sites to avoid being confronted for his Misdealings by wrongfully Misleading customers about his (so-called) Warranties,(and the lack there of)and here's the sites of which I speak of :

1:One Man's Junk, Brunswick Co.

2:For Sale, Carolina Forest.

3: Georgetown Andrews,Pawleys,For Sale,Wanted,or Free.

4:Holden Beach Swap Page.

5:Hurry County Home's & Car's For Sale or Trade.

6:For Sale or Trade in Myrtle Beach,Conway,Surfside, Murrell's Inlet.

7: Brunswick Bargain Hunters.

8: Myrtle Beach Furniture Sales.

9: Brunswick County Buy,Sale, or Trade

[Join Group](#)

9:16 PM



4: Myrtle Beach Swap Page.

5: Hurry County Home's & Car's For Sale or Trade.

6: For Sale or Trade in Myrtle Beach, Conway, Surfside, Murrell's Inlet.

7: Brunswick Bargain Hunters.

8: Myrtle Beach Furniture Sales.

9: Brunswick County Buy, Sale or Trade.

10: Everything's for Sale, Brunswick County & Surrounding Area's.

So apparently we're causing him to look for other ways to sell his Vehicles, check these out cause some he's advertising on sites that either free, junk, even an instrumental site just to get people's business, to me that sounds desperate, so please PASS THIS ON, I have proof if anyone's interested, if nothing else tell everyone what he's doing because he was on Marketplace but knows if he advertises there we can complain about how he's Distorts and deceive the public!!



4 shares • Seen by



Like



Comment



Share

Join Group



Christine P Hennessy doesn't recommend **Nations Auto**.

Mar 22, 2019 · 🌐

Chase sold my daughter's boyfriend a lemon. He seen a nice young couple coming and took advantage of them. Now they are without a car and out the money they spent on it. It is one thing to be a salesman; but it's another thing to be a rat.



Like



Comment



Share



Matthew Kenyon doesn't recommend **Nations Auto**.

Mar 22, 2019 · 🌐

Be careful with Nations Auto, I financed a car for only 2 week from Chase Strickland at



9:07 PM

← Reviews

thing to be a salesman; but it's another thing to be a rat.

4



Like



Comment



Share



Matthew Kenyon doesn't recommend **Nations Auto**.

...

Mar 22, 2019 ·

Be careful with Nations Auto, I financed a car for only 2 week from Chase Strickland at Nations Auto before my transmission broke. After being told from Chase Strickland that the car was in "good running condition". After that they tried to get me to finance a different, more expensive car

2

1 comment



Like



Comment



Share



Jeffrey Kenyon doesn't recommend **Nations Auto**.

...

Feb 26, 2019 ·

Check there cars out before buying one, They



3:40 PM



google.com/sear



14

**Dorothy Watson**

1 review



a month ago

If I could give 0 stars I would. These people told me how much I was behind and then gave me an extension ok when the extension date came and I didn't have the payment due to me switching jobs and not getting enough on my 1st pay check I call them and let them know and they told me on my next paycheck I had to pay full price. Ok I wake up Saturday morning and notice that my car is gone me thinking that someone stole it I call the police. Now mind you they claimed they were closed due to the conditions of the storm but you came out in the storm to get my car for only missing one payment. Ok first of all when y'all sold me the car it put me down 3 days later I had to put a tensioner pulley, a bypass ac compressor belt, and a starter on this truck and now y'all wanna take it from me and sell it to someone else for more than wat u sold it to





1 >

**Marcus Jacobs**

If you felt like they took advantage of you please let me know because he screwed me out of \$1400 dollars and I still don't have a ride,n I'm asking anyone and everyone that has been lied to by Chase Strickland at Nations Auto in Little River, please don't hesitate to contact me n thanks in advance!

2y Like Reply

Write a comment...



3:41 PM



Iacelle Jackson

1 review



a week ago **NEW**

I wouldn't recommend due to the fact i was sold a car with a bad oil leak, still worked with them and got to the end to where a owed 1500 dollars lost my job to the start closing us down and they repoed my car after i told them what was going on! Not to mention we made agreement and he didn't hold his end because the staff didn't answer the phone!



3:43 PM

**Tieara Pee**

Local Guide · 56 reviews



a year ago

One lady told me I could pay at da end of da month and the other lady had someone come repo it. Their prices are nice but its the miscommunication for me



2



12/5/22, 2:07 AM

Screenshot_2022-12-01-15-41-50.png

3:41 PM

**Dorothy Watson**

2 reviews · 4 photos



2 months ago

I was a month behind on my payment even explained to them that I was transitioning jobs and was trying to get back on my feet they did a repo on my car and now they won't even answer the phone for me to see what I can do to get my vehicle back



2



9:07 PM



← Reviews

Nations Auto before my transmission broke.
After being told from Chase Strickland that the car was in "good running condition". After that they tried to get me to finance a different, more expensive car



1 comment



Like



Comment



Share



Jeffrey Kenyon doesn't recommend **Nations Auto**.



Feb 26, 2019 · 🌐

Check there cars out before buying one, They will sell you junk, like the death trap they sold my son.



1 comment



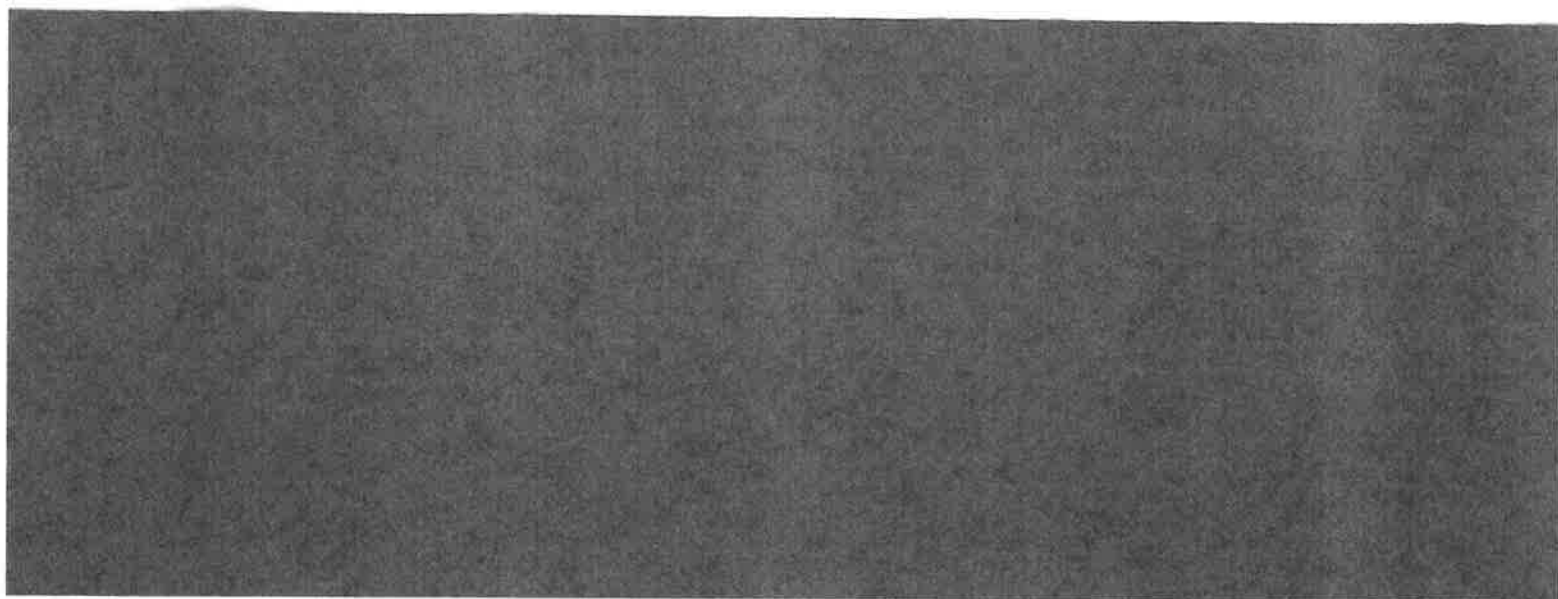
Like



Comment



Share



2 >



Bruce Alderman

I had just bought my daughter a Toyota Corolla only made 3 payments didn't had it for 3 weeks. The alternator went out left her stranded so I asked Chase would he help get the alternator replaced the cost plus labor and parts came out to be over \$300. He wouldn't do it or even try to help getting it fixed.

3y Like Reply

James Lawrence doesn't recommend **Nations Auto**.

...

Jun 24, 2020 · 🌐

Extremely rude and unprofessional owner.
Complete moron as well.

👤 1

1 comment



Like



Comment



Share



William Mcallister doesn't recommend **Nations Auto**.

...

Jun 10, 2020 · 🌐

crappy service very unprofessional

👤 1

2 shares



9:06 PM



Reviews



Laquiesha Hyppolite doesn't
recommend **Nations Auto**.



Feb 4, 2020 ·

These people are crappy asf they sold me a lemon car I haven't had the car a full week and the transmission went out on it. My friend got a car from here around the same time and same thing happen to her car except for it wasn't her transmission it was her starter she could have been in a horrible car accident because of these people because her car just completely shut down in the middle of moving traffic



1 comment



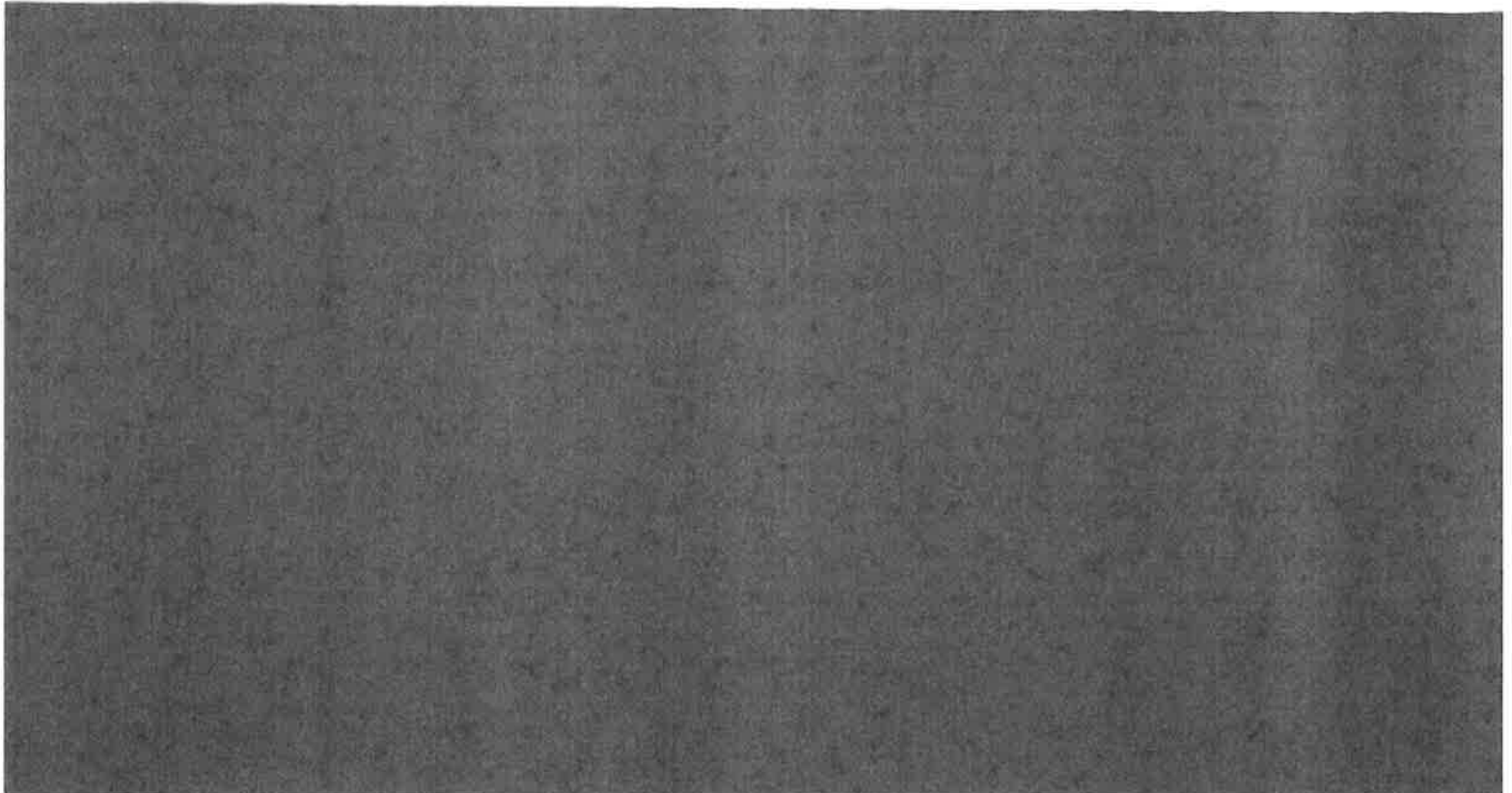
Like



Comment



Share



9:03 PM

← Reviews



Daniel Evans doesn't recommend **Nations Auto.**

...

Mar 18, 2021 · 🌐

They are a crap company and that does not stand by what they say. Was in the hospital for a couple weeks and was put of work. Called them to set up payment to pay all what was owed and later that same day they came and repoed the car. I was only behind \$570. What a joke.



9 comments · 2 shares



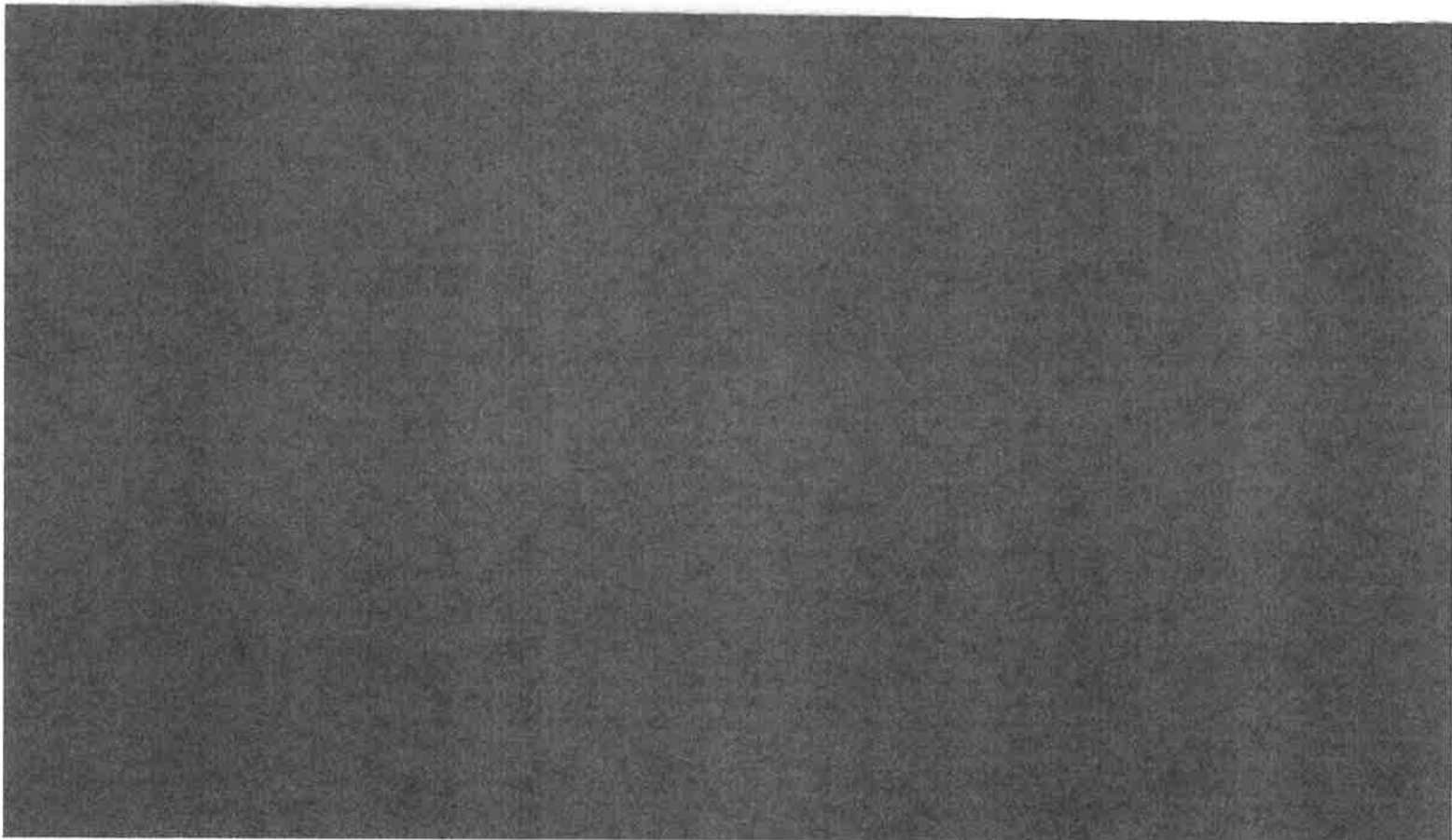
Like



Comment



Share



FILED
at 3 O'clock & 19 min. P M

DEC 05 2022

United States Bankruptcy Court
Columbia, South Carolina

EXHIBIT

G

Valuation of Vehicle, copy of Valuation attached:

Make Subaru

Model Outback

Year 2007

Mileage 146245

Fair Market Value \$ 3,156.00

Lien Owed \$ 7,272.25

Down Payment at Purchase \$ 780.00

Amount paid in payments \$ 630.00

Amount paid in repairs since purchase \$ 2125.00

Amount for pending repairs: \$925.13

HVAC Control Module \$ 261.64

Engine Control Module \$ 513.49

Labor \$ 150.00

Mileage when purchased 142,557

Mileage when repossessed 146,245

Total mileage driven since purchase

3,688



Kelley Blue Book
THE TRUSTED RESOURCE

2007 Subaru Outback Pricing Report

Style: 2.5i Basic Wagon 4D

Mileage: 146,245

KBB.com Consumer Rating: 4.3/5

Vehicle Highlights

Fuel Economy: City 20/Hwy 26/Comb 22 MPG

Engine: 4-Cyl, 2.5 Liter

Transmission: Automatic

Drivetrain: AWD

Country of Assembly: United States

Country of Origin: Japan

EPA Class: Sport Utility Vehicles

Max Seating: 5

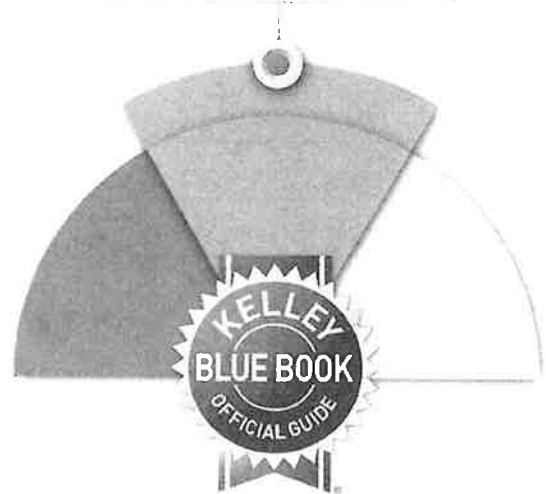
Doors: 4

Body Style: Wagon

Sell to Private Party

Private Party Range
\$2,322 - \$3,989

Private Party Value
\$3,156



Valid for **ZIP code 29566** through **12/05/2022**



Kelley Blue Book
THE TRUSTED RESOURCE

2007 Subaru Outback Pricing Report

Style: 2.5i Basic Wagon 4D

Mileage: 146,245

KBB.com Consumer Rating: 4.3/5

Trade in to a Dealer

Trade-in Range
\$1,077 - \$1,784
Trade-in Value
\$1,431



Valid for ZIP code 29566 through 12/05/2022

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ Silver

Engine

4-Cyl, 2.5 Liter

Transmission

Automatic

Drivetrain

AWD

Steering

Power Steering

Tilt Wheel

Comfort and Convenience

Power Windows

Power Door Locks

Cruise Control

Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

Safety and Security

Dual Air Bags

Braking and Traction

ABS (4-Wheel)

Cargo and Towing

Roof Rack

Wheels and Tires

Steel Wheels



www.jiffylube.com

ESTIMATE

This is not an Invoice.
No Storage or Storage Fees Apply.
All Parts are New Unless Specified

JIFFY LUBE # 3339
ATLANTIC COAST ENTERPRISES LLC
1551 HIGHWAY 17 NORTH
NORTH MYRTLE BEACH, SC 295822553
843 249-9944

WORK ORDER NO 4357
DATE 11/09/2022 02:54 PM
DATE OUT 11/09/2022

CUSTOMER

ASHLEY

VEHICLE INFO

LICENSE NO SC-VZL374
MILEAGE 0
YEAR 2007
VIN 4S4BP61C577322842

MAKE SUBARU
MODEL OUTBACK
ENGINE 2.5L 4CY H2253 Fuel injected

SERVICE DESCRIPTION	PARTS \$	LABOR \$	UOM	QTY	INCL	UNIT COST	PRICE
REAR BRAKE PAD SHOE REPLC							249.99
REAR BRAKE PADS	99.99			1.00	2.00	99.99	
REAR BRAKE ROTOR REPLC							249.99
REAR ROTORS	300.00			2.00	2.00	150.00	
LABOR		124.99		1.00			
LABOR		124.99		1.00			
SHOP SUPPLIES- REPAIR	18.99		Each	1.00		18.99	18.99
BRAKE FLUID REPLACEMENT							119.99
BRAKE FLUID	9.99		Quart	1.00	3.00	9.99	
SHOP SUPPLIES- BFE ALN	9.99		Each	1.00		9.99	9.99
LABOR		60.00		1.00			
CALIPER RIGHT REAR	200.00			1.00		200.00	200.00
CALIPER LEFT REAR	200.00			1.00		200.00	200.00
LABOR REPAIR PER HOUR		149.99		1.00		149.99	149.99


ORIGINAL ESTIMATE	AUTHORIZED BY	ESTIMATE INFORMATION
1276.87		Parts Total 738.97
		Labor Total 459.97
		Estimate Tax 77.93
		Discount Amount 0.00
		TOTAL ESTIMATE 1276.87
	Customer Signature	

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

*THIS CHARGE REPRESENTS COSTS & PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL.

JIFFY LUBE SIGNATURE SERVICE OIL CHANGE INCLUDES UP TO 5 QUARTS OF OIL AND OIL FILTER

ADDITIONAL OIL MAY REQUIRE AN ADDITIONAL CHARGE.

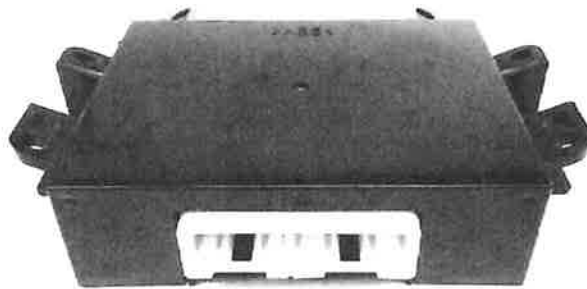
 Part Number(s), Keywords, or VIN

Home > SUBARU 72343AG01B

Control Module - Subaru (72343AG01B)

This is a 100% Genuine Subaru Part

Do I need Left or Right side?



MSRP:

~~\$369.55~~

Discount:

\$107.91 (29.2% off)

Sale Price:

\$261.64

 Make sure this part fits your Car >

Manufacturer Warranty

Minimum of 12 Months

Shop with Confidence

Your information is safe

Guaranteed Fitment

Always the correct parts

In-House Experts

We know our products

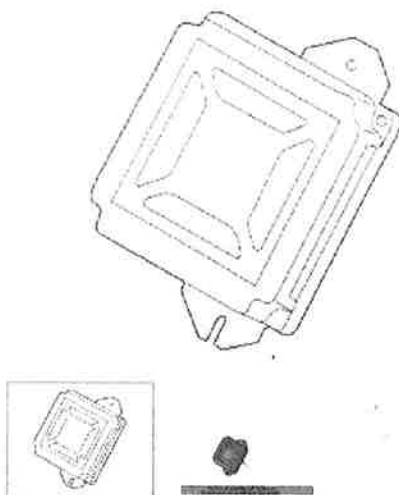
 Part Number(s), Keywords, or VIN

Home > 2007 Subaru Outback > Control Modules > 22611AM38C

Engine Control Module - Subaru (22611AM38C)

This is a 100% Genuine Subaru Part

Do I need Left or Right side?



MSRP: ~~\$649.17~~

Discount: \$135.68 (20.9% off)

Sale Price: \$513.49

 This part fits your 2007 Subaru Outback
[Change vehicle >](#)

Manufacturer Warranty

Minimum of 12 Months

Shop with Confidence

Guaranteed Fitment

Always the correct parts

In-House Experts



South Carolina Department of Motor Vehicles

BILL OF SALE

(Must be Typed or Printed in Black Ink)

4031
(Rev. 7/16)

FOR DEPARTMENT USE ONLY

Check One:

- ☐ Purchase License Plate
☐ Transfer License Plate

I, Nations Auto
Seller

1545 Highway 17 Little River SC 29566
Street City State Zip Code

state that on the 12 day of August Yr. 2022 The following vehicle:

VEHICLE IDENTIFICATION NO. 4S4BP61C577322842

MAKE Subaru MODEL Outback BODY TYPE Wagon YEAR 2007

was sold to Ashley Leigh Ann Altman
Buyer

1583 Inman Rd Little River SC 29566
Street City State Zip Code

And the above vehicle is free of all liens and encumbrances in the buyer's name except:

(List here any mortgages, liens, or encumbrances)

Sale price of vehicle \$ 7999.00
Less trade-in \$ N/A
Taxable Total \$ 7999.00

I state that the odometer now reads 142557 (no tenths) miles and to the best of my knowledge that it reflects the ACTUAL MILEAGE of the vehicle described herein, UNLESS one of the following statements is checked.

STOP! DO NOT check one of the following unless it applies.

1. The mileage stated is in excess of its mechanical limits.
(the odometer started at zero again)
2. The odometer reading is not the ACTUAL mileage. WARNING: ODOMETER DISCREPANCY.

WARNING: Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Ashley Leigh Ann Altman 8/12/2022
Signature(s) of Buyer(s) Date

Ashley Leigh Ann Altman
Hand Print Name(s) of Buyer(s)

Brenda Nando S-1 8/12/2022
Signature(s) of Seller(s) Date

Nations Auto
Hand Print Name(s) of Seller(s)

Return to: South Carolina Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016-0024

ANY ALTERATIONS OR ERASURE VOIDS THIS DOCUMENT.
ORIGINALS MUST BE SUBMITTED TO THE DEPARTMENT.

SC-103-ARB 7/1/2014

Retail Installment Contract and Security Agreement

Seller Name and Address	Buyer(s) Name(s) and Address(es)	Summary
Nations Auto 1545 Highway 17 Little River, SC 29566	Ashley Leigh Ann Altman 1583 Inman Rd Little River, SC 29566	No. 1876 Date 8/12/2022

☐ Business, commercial or agricultural purpose Contract.

Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
17.99 %	\$ 1481.20	\$ 7693.95	\$ 9175.15	\$ 780.00
				\$ 9955.15

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
101	\$ 90.00	Weekly, Beginning 08/26/22
1 Final	\$ 85.15	8/2/2024

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$7.20. The charge will not exceed \$18.00 if you bought the vehicle primarily for personal, family or household use. The maximum and minimum late charge amounts may change pursuant to §§ 37-2-203 and 37-1-109 of the S.C. Code Ann. so as to be the maximum amounts allowed by law at the time the late charge is imposed.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2007	Subaru	Outback	Wagon	4S4BP61C577322842	142557
<input type="checkbox"/> New					
<input checked="" type="checkbox"/> Used					
<input type="checkbox"/> Demo					

Description of Trade-In

N/A

Conditional Delivery

☐ Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies:

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Sales Agreement

Payment. You promise to pay us the principal amount of \$ 7693.95 plus credit service charges accruing on the unpaid balance at the rate of 17.99 % per year from today's date until paid in full. If goods are delivered or services performed ten days or more from today, credit service charges will begin to accrue on the date of delivery or performance. Credit service charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

☐ Closing Fee: You agree to pay a closing fee of \$ N/A that will be paid in cash, ☐ financed over the term of the Contract.

☐ Apply South Carolina CPC. Although the South Carolina Consumer Protection Code (CPC) may not otherwise apply, you and we agree to make this Contract subject to it so that for purposes of the CPC this is a consumer credit sale, subject to the CPC's terms, including permissible rates and charges.

Itemization of Amount Financed

a. Cash Price of Vehicle, etc. (incl. sales tax of \$ <u>N/A</u>)	\$ <u>7999.00</u>
b. Trade-in allowance	\$ <u>N/A</u>
c. Less: Amount owing, paid to (includes k):	\$ <u>N/A</u>
d. Net trade-in (b-c; if negative, enter \$0 here and enter the amount on line k)	\$ <u>N/A</u>
e. Cash payment	\$ <u>780.00</u>
f. Manufacturer's rebate	\$ <u>N/A</u>
g. Deferred down payment	\$ <u>N/A</u>
h. Other down payment (describe)	\$ <u>N/A</u>
i. Down Payment (d+e+f+g+h)	\$ <u>780.00</u>
j. Unpaid balance of Cash Price (a-i)	\$ <u>7219.00</u>
k. Financed trade-in balance (see line d)	\$ <u></u>
l. Paid to public officials, including filing fees	\$ <u>75.00</u>
m. Insurance premiums paid to insurance company(ies)	\$ <u>N/A</u>
n. Service Contract, paid to:	\$ <u>N/A</u>
o. Closing Fee, paid to Seller	\$ <u>N/A</u>
p.	\$ <u>N/A</u>
q.	\$ <u>N/A</u>
r.	\$ <u>N/A</u>
s. SC DMV for IMF	\$ <u>399.95</u>
t.	\$ <u>N/A</u>
u.	\$ <u>N/A</u>
v. Total Other Charges/Amts Paid (k thru u)	\$ <u>474.95</u>
w. Prepaid Finance Charge	\$ <u>N/A</u>
x. Amount Financed (j+v-w)	\$ <u>7693.95</u>

We may retain or receive a portion of any amounts paid to others.

[This area intentionally left blank.]

Insurance Disclosures

Credit Insurance. CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☐ None

Premium \$ N/A

Insured

Credit Disability

☐ Single ☐ Joint ☐ None

Premium \$ N/A

Insured

☐ IF CHECKED, THE TERM OF THE OPTIONAL CREDIT INSURANCE IS LESS THAN THE TERM OF THIS CONTRACT, AS DESCRIBED ABOVE.

8/12/2022

By: _____ Date

By: _____ Date

By: _____ Date

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

8/12/2022

By: _____ Date

By: _____ Date

By: _____ Date

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company you choose that is reasonably acceptable to us. The collision coverage deductible may not exceed

\$ N/A. If you get insurance from or through us you will

pay \$ N/A for

0 months of coverage.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Balloon Payment. If any scheduled payment is more than twice as large as the average of all other regularly scheduled payments, you may refinance that payment when due. The terms we offer for that refinance must otherwise be as favorable as the original terms of this Contract. This right does not apply if your payment schedule is adjusted for seasonal or irregular income or for your other scheduled payments or obligations.

Dishonored Payment Charge. If you make any payment required by this Contract with a check, draft or other written order that is dishonored, you agree to pay a fee of \$30.00.

Governing Law and Interpretation. This Contract is governed by the law of South Carolina and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- You fail to make a payment as required by this Contract.
- The prospect of payment, performance, or realization on the Property is significantly impaired.

If you default, you agree to pay for our reasonable expenses incurred in realizing on the security interest in the Property, including the retaking, holding, preparing for disposition, processing and disposing of the Property. You also agree to pay for our legal expenses and reasonable attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney not a salaried employee of ours.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you default on this Contract, we may exercise the remedies provided by law and this Contract after we have given you any notice and opportunity to cure the default that the law requires. Those remedies include:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so, provided we give you prior notice and a reasonable opportunity to perform. We are not required to make any such payments or repairs. You will repay us that amount when we tell you to do so. That amount will earn pre-set service charges from the date we pay it at the rate described in the Payment section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help, but in doing so we may not enter into a dwelling used as your current residence, use force or otherwise breach the peace.
- We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us. For example, if we repossess, or you voluntarily surrender, the Property, the law may limit our use of this remedy based on the Cash Price of the Property.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer or such other period of time as is required by law.

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the Vehicle.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property, to the extent permitted by law. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract, except where prohibited by law.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the Insurance Disclosures section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn pre-set service charges from the date paid at the rate described in the Payment section until paid in full.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable

for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

Arbitration Provision

Arbitration Provision. PLEASE READ CAREFULLY! By agreeing to this arbitration provision you are giving up your right to go to court for claims and disputes arising from this Contract:

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION, AND NOT BY A COURT OR BY JURY TRIAL.
- YOU GIVE UP ANY RIGHT THAT YOU MAY HAVE TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION AGAINST US IF A DISPUTE IS ARBITRATED.
- IN ARBITRATION, DISCOVERY AND RIGHTS TO APPEAL ARE GENERALLY MORE LIMITED THAN IN A JUDICIAL PROCEEDING, AND OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE.

You or we (including any assignee) may elect to resolve any Claim by neutral, binding arbitration and not by a court action. "Claim" means any claim, dispute or controversy between you and us or our employees, agents, successors, assigns or affiliates arising from or relating to:

1. the credit application;
2. the purchase of the Property;
3. the condition of the Property;
4. this Contract;
5. any insurance, maintenance, service or other contracts you purchased in connection with this Contract; or
6. any related transaction, occurrence or relationship.

This includes any Claim based on common or constitutional law, contract, tort, statute, regulation, or other ground. To the extent allowed by law, the validity, scope, and interpretation of this arbitration provision are to be decided by neutral, binding arbitration.

If either party elects to resolve a Claim through arbitration, you and we agree that no trial by jury or other judicial proceeding will take place. Rather, the Claim will be arbitrated on an individual basis, and not on a class or representative basis.

The party electing arbitration may choose any of the following arbitration organizations and its applicable rules, provided it is willing and able to handle the arbitration: American Arbitration Association, 1633 Broadway, Floor 10, New York, NY 10019 (www.adr.org); JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 (www.jamsadr.com); or National Arbitration and Mediation (NAM), 990 Stewart Ave., Garden City, NY 11530 (www.namadr.com). You may get a copy of the applicable rules of these organizations by contacting them or visiting their websites. If the chosen arbitration organization's rules conflict with this arbitration provision, then the terms of this arbitration provision will govern the Claim. If none of these arbitration organizations is willing or able to handle the arbitration, the arbitrator can be selected pursuant to 9 U.S.C. Sections 5 and 6.

The arbitration hearing will be carried out in the federal district where you reside, unless you and we otherwise agree. Or, if you and we consent, the arbitration hearing can be by telephone. In connection with any arbitration, if you so request, we shall advance your filing, administration, service or case management fee, and your arbitrator or hearing fee, up to a total of \$2,500.00. Unless the arbitrator awards them to a party, each party is responsible for the fees of its attorneys, experts, witnesses, and any other fees or costs, including any amount we have advanced.

An arbitrator must be a lawyer with at least ten (10) years experience and familiar with consumer credit law or a retired state or federal court judge. Except as provided below, the arbitration will be by a single arbitrator. In making an award, an arbitrator shall follow governing substantive law and any applicable statute of limitations. The arbitrator will decide any dispute regarding the arbitrability of a Claim. An arbitrator has the authority to order specific performance, compensatory damages, punitive damages, and any other relief allowed by applicable law. An arbitrator's authority to make awards is limited to awards to you or us alone. Furthermore, Claims brought by you against us, or by us against you, may not be joined or consolidated in arbitration with claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Any arbitration award shall be in writing, shall include a written reasoned opinion, and will be final and binding subject only to any right to appeal under the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1, et seq., except that (i) if a single arbitrator awards you less than \$5,000 you shall be entitled, upon request made within 20 days after the entry of that award, to have the award set aside and the Claim re-arbitrated by a panel of three arbitrators, and (ii) if the single arbitrator awards you more than \$100,000 we shall be entitled, upon request made within 20 days after the entry of that award, to have the award set aside and the Claim re-arbitrated by a panel of three arbitrators. The party requesting such re-arbitration will be required to pay the filing, administration, service or case management fee and the arbitrators and hearing fee, subject to final determination by the arbitration panel. Any court having jurisdiction can enforce a final arbitration award.

You or we can do the following without giving up the right to require arbitration:

- Seek remedies in small claims court for Claims within the small claims courts jurisdiction; or
- Seek judicial/provisional remedies.

If a party does not exercise the right to elect arbitration in connection with any particular Claim, that party still can require arbitration in connection with any other Claim.

This arbitration provision survives any (i) termination, payoff, assignment or transfer of this Contract, (ii) any legal proceeding by you or us to collect a debt owed by the other, and (iii) any bankruptcy proceeding in which you or we are the debtor. With one exception. If any part of this arbitration provision is deemed or found to be unenforceable for any reason, the remainder of this arbitration provision will remain in full force and effect. The one exception is that, if a finding of partial unenforceability would allow arbitration to proceed on a class-wide basis then this arbitration provision will be unenforceable in its entirety.

You and we expressly agree that this arbitration provision is governed by the FAA to the exclusion of any different or inconsistent state or local law.

By signing this Contract you are agreeing to the terms of this arbitration provision, unless you reject it as provided in the next paragraph.

Caution! It is important that you read this arbitration provision thoroughly before you sign this Contract. By signing this Contract, you are acknowledging that you have read and understand this arbitration provision. If you do not understand something in this arbitration provision, do not sign this Contract; instead ask your lawyer. You can reject this arbitration provision by checking the box in the Rejection of Arbitration section of this Contract before you sign this Contract. If you do so, this arbitration provision will not be a part of this Contract, but all the rest of this Contract will continue to be binding and effective.

Notices

Note: If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Sí compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

[This area intentionally left blank.]

Third Party Agreement

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the Description of Property section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

N/A

By: _____ Date _____

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Arbitration. This Contract contains an Arbitration Provision that affects your rights.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

 8/12/2022
By: Ashley Leigh Ann Altman Date

By: _____ Date _____

By: _____ Date _____

Notice to Buyer: (1) Do not sign this Contract before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this Contract.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer

 8/12/2022
By: Ashley Leigh Ann Altman Date

By: _____ Date _____

By: _____ Date _____

Seller Nations Auto

 8/12/2022
By: _____ Date

Assignment. This Contract and Security Agreement is assigned to
Nations Auto
1545 Hwy 17 Little River SC 29566 the Assignee, phone
(843) 427-7711. This assignment is made under the terms of a separate
agreement made between the Seller and Assignee. ☐ This Assignment is made with
recourse.

Seller Nations Auto

 8/12/2022
By: _____ Date

[This area intentionally left blank.]

FILED
at 3 O'clock 19 min 1 M

DEC 05 2022

United States Bankruptcy Court
Columbia, South Carolina

EXHIBIT

H



Ashley Altman

Fwd: Ashley Altman Final Request

1 message

Ash <

To: r

Mon, Dec 5, 2022 at 1:53 AM

----- Forwarded message -----

From: Ash

Date: Fri, Dec 2, 2022, 8:02 AM

Subject: Ashley Altman Final Request

To: JC auto

Chase,

I have tried several times to speak to you by telephone since our last conversation on Monday but I'm being told you are not in the office when I call, however on two occasions when I have called I had two different people on site at your office to confirm if I was being told incorrectly and on both occasions I was told you were not in the office but in fact you were there, verifiable by both witnesses. I confirmed yesterday when I called that all three emails including my Bankruptcy notice and my demand letter had been received and your employee advised me all three emails were received. This is my final request for you to follow the bankruptcy laws and return my vehicle. If my vehicle is not returned today by 6pm I will have my attorney to pursue all legal action including reimbursement for the fees occurred for attorney service and compensation for my suffering as I advised you I was sick and unable to make my doctor's appointments without my vehicle. I have tried to exhaust all options without having to take this matter to court. I will also commence to filing a complaint with the Federal Trade Commission, BBB, SC Attorney General's office and the SCDMV. I would like to point out a few factors to you in lieu of my filing with the above.

- You already have a BBB rating of C and numerous complaints of not following the repossession laws of South Carolina
- I have video that my neighbor sent me of you sitting across from my house on November 20th before my car was repossessed. I remember going outside to walk my dog and due to it being dark I could not see your face but you advised that you were waiting on "the girls to come back". You did not get permission from the land owner to sit there so you were trespassing. Also it is illegal for you to sit there and wait for the repo truck as that is considered stalking and if I had tried to leave and you would have tried to stop me then that would be kidnapping. The land owner is willing to press trespassing charges. Even my neighbor said that was poor business and dirty.

- I have on my door camera and yard camera where I advised the tow truck driver I did not want him to take the vehicle as I had not received anything from Nations Auto about the repossession. The tow truck driver advised me if I didn't give him the key he would drag my car and it would 'probably damage' it. Considering I just spent 848 dollars week prior to have it fixed I was scared. That was a violation of the South Carolina repossession laws as at that point it became an unpeaceful repossession and the use of threats is a violation.

- The Right to Cure letter you state you sent that I have confirmation from the USPS was never sent to my address. I have also presented this so called right to cure to the FTC and they confirmed it was not valid as the dates are conflicting and it is your responsibility to maintain copies of correspondence you send and you stated you could not provide a copy of the actual right to cure notice.

- You also listed the car for sale on your website before the 10 day redemption period and again no Right to Redeem has been received.

- You also listed the vehicle for sale knowing and being provided verification that the car was part of a bankruptcy.

- There is a social media page dedicated solely to customers who are in the process of starting a class action lawsuit against you.

- I have screenshots of 40 social media posts and Internet reviews all stating you have done this to all of them and some other choice comments that I'm not going to repeat. After 40 I stopped taking screenshots as I figured that was more than enough for court.

- Your other previous business, East Coast Solarium, follows suit to your reviews and ratings of Nations Auto. I have 20 screenshots of those reviews, again figuring that was plenty but could have gotten many more.

- In three hours last night on social media, I have 6 individuals that right now would like for me to join a suit against you with them. These individuals are not the ones in the group trying to start the class action suit.

As I have advised to you, I have some medical problems right now and I'm trying to get them resolved so I can go back to work. I'm thankful for the pay I am receiving but returning back to work will prevent me from struggling and ensure getting my financial orders back in place. You taking my car, even after I thought there was an arrangement, and now not returning it when lawfully required to do so is preventing me from going back to work and will ultimately affect my plan with the bankruptcy Court, which is why the law states a debtor can keep their vehicle under Chapter 13 so they can get to work and etc to make their bankruptcy payments. I intend to explain to the bankruptcy Judge of my pleading with you to return my car and my constant expressing the need for my vehicle to ensure my financial obligations. I am 41 years old and have never sued anyone in life, as I was not raised to do that. Also due to my respect for your dad, I really didn't want to go that route. However, I have no choice. Please take the points I have pointed out and read the South Carolina Fair Trade, Consumer, Repossession, and Bankruptcy laws. This could be resolved by returning the vehicle and you will get your payment through the bankruptcy plan. Neither of us will have to incur additional legal fees and fines. I know either us, here at Christmas time, needs that. I hope you will speak with your attorney and resolve this the right way. Please return vehicle by 6pm today or contact me in regards to arrange for me to pick up.

Thank You
Ashley Altman

Compose

1 of 24

- Inbox6
- Starred
- Snoozed
- Sent
- Drafts
- More

Labels

Fwd: inbox x



Ash

to me

2:13 AM (0 minutes ago)

----- Forwarded message -----

From: Ash <

Date: Thu, Dec 1, 2022, 4:49 AM

Subject:

To: JC auto <

One attachment • Scanned by Gmail



Reply

Forward

